

Previous edition not usable.

CONTINUATION SHEET

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FIRST ARTICLE/PREPRODUCTION APPROVAL REQUIRED BY GOVERNMENT TESTING.  
1 SAMPLE QUANTITY/SIZE = 2 COMPLETE UNITS                      2 COMPLETE UNITS = 1 LOT.

PLEASE COMPLETE THE BELOW DELIVERY SCHEDULE FOR THE FIRST ARTICLE TESTING:

GOV'T PREFERENCE		VENDOR PREFERENCE
9907 CONTRACTOR FIRST ARTICLE	90 DAYS ARO	_____DAYS ARO
PRODUCTION DELIVERY OF ITEM	107 DAYS AFAA*	_____DAYS AFAA*
GOV'T TEST AND EVALU	60 DAYS ARO	_____DAYS ARO
TOTAL (SEE PAGE 1, BLOCK # 6)	257 DAYS ARO	_____DAYS ARO

NOTE:    ARO (AFTER RECEIPT OF ORDER)  
          AFAA (AFTER FIRST ARTICLE APPROVAL)

NOTE:    IF YOU WISH TO HAVE FIRST ARTICLE REQUIREMENT WAIVED,  
          PLEASE SUBMIT DD250(s) OF PREVIOUS CONTRACT.

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## SECTION B

PR: 0010741032  
NSN: 5940-00-284-9157

## ITEM DESCRIPTION:

TERMINAL BOX  
CONTRACTORS' PRE-PRODUCTION FIRST ARTICLE INSPECTI  
SAMPLE SIZE = 1 TERMINAL BOX  
DAYS TO REVIEW FAT = 30

FIRST ARTICLE/PREPRODUCTION APPROVAL CONTRACTOR  
TESTING REQUIRED. SEE MIL-HDBK-831 DATED  
23 APR. 1999 FOR GUIDANCE IN THE PREPARATION OF  
THE FIRST ARTICLE TEST REPORT.  
TECH DATA AVAILABILITY:

THIS NSN IS PROCURED AS FULLY COMPETITIVE IN  
ACCORDANCE WITH A MILITARY/FEDERAL  
SPECIFICATIONS/STANDARDS AND/OR VOLUNTARY  
INDUSTRY) STANDARDS. REFER TO SECTION L, CLAUSE  
52.211-9G13 FOR OBTAINING SUCH DATA.

CRITICAL APPLICATION ITEM

I/A/W SPEC NR MIL-T-24558  
BASIC  
AMEND NR 00 DTD 1981 MAY 08  
TYPE NUMBER: M24558/24-416

I/A/W SPEC NR MIL-T-24558/24  
BASIC  
AMEND NR 00 DTD 1981 MAY 08  
TYPE NUMBER: M24558/24-416

I/A/W QAP QAP-002  
BASIC  
AMEND NR 00 DTD 1995 NOV 01  
TYPE NUMBER:

<u>ITEM</u>	<u>PR</u>	<u>PRLI</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
0001	0010741032	0001	17	EA	\$ _____	\$ _____

DELIVER FOB: DESTINATION  
QTY VARIANCE: PLUS See Clause MINUS See Clause  
INSP/ACCEP POINT: See Clause

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## SECTION B

## PREP FOR DELIVERY:

PKGING DATA - MIL-STD-2073-1D, 15 DEC 1999  
QUP = 001: PRES MTHD = 10: CLNG/DRY = 1: PRESV MAT = 00:  
WRAP MAT = FA: CUSH/DUNN MAT = XX: CUSH/DUNN THKNESS = X:  
UNIT CONT = D3: OPI = O:  
INTRMDTE CONT = XX: INTRMDTE CONT QTY = AAA:  
PACK CODE = U:  
MARKING SHALL BE IN ACCORDANCE WITH MIL-STD-129.  
SPECIAL MARKING CODE: 00 - No special marking  
PALLETIZATION SHALL BE IN ACCORDANCE WITH MD00100452 REV A  
DATED 4090

For all shipments of packaged materiel to the government, which includes either depot (DLA-direct) or DVD (customer-direct) shipments, both DoD linear and 2-D bar code markings are required on military shipping labels in accordance with MIL-STD-129, revision P, dated December 15, 2002. 2-D bar coding shall be in accordance with ISO/IEC 15438, ISO/IEC 15434 (ANSI MH10.8.3) and DoD 4500.9-R. MSL linear (code 3 of 9 or code 39) bar coding shall be in accordance with ISO/IEC 16388. MSL label stock quality shall meet MIL-PRF-61002. MSL bar code print quality shall meet ANSI MH10.8-2000 or ANSI X3.182-1990 (R2000) for applicable 2-D and/or linear bar codes. All DVD shipments shall meet additional linear bar coding requirements in DLAD 52.211-9008. When the contract/order omits any data element required to be bar-coded, the field shall be zero-filled. These requirements do not apply to delivery orders when the basic contract has not been modified to require MIL-STD-129P. If there are inconsistencies between the schedule and MIL-STD-129P, the schedule takes precedence.

## PARCEL POST/FREIGHT ADDRESS:

W25G1U  
XU TRANSPORTATION OFFICER  
DDSP NEW CUMBERLAND FACILITY  
BUILDING MISSION DOOR 113 134  
NEW CUMBERLAND PA 17070-5001  
US

NON-MILSTRIP  
PROJ

\* \* \* \* \*

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## SECTION B

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
9907		1	EA	\$_____	\$_____

Contractor First Article Test (FAT) (including test report)

60 DAYS

CLIN 9907 identifies the first article test requirement incorporated by Clause I43 or I44 of the solicitation.\* The quantity 1 TE [test] signifies the test requirement. This is not an additional quantity of supplies being procured. Offeror will enter the total price for this requirement or 'No Charge' in the amount column. If neither is indicated, the Government will assume the requirement is offered on a 'No Charge' basis. In the event the first article test and approval requirements are waived, an award will not be made for CLIN 9907.

\*Substitute appropriate provision(s) when solicitation covers proposed Indefinite Delivery Type Contract.

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<b>SECTION B</b>				
B47F03 47-3A-9G DSCR FORM P-41 FREIGHT SHIPPING INFORMATION (OCT 1999)		Acceptance point: [ ] Destination [X] Origin [ ] Inspection and Acceptance will take place at: Origin - First Shipment Only Destination - Subsequent Shipments		
Freight shipping addresses and scheduling instructions, if applicable, are available in the DSCR Master Solicitation, Section 3. <a href="http://www.dscr.dla.mil/procurement/mastersol.htm">http://www.dscr.dla.mil/procurement/mastersol.htm</a> .				
<b>SECTION D</b>				
D11C03 52.211-9010 MILITARY SHIPPING LABEL (MSL) REQUIREMENTS - MIL-STD-129P (MAR 2004) DLAD		<b>SECTION F</b> F11A06 52.211-16 VARIATION IN QUANTITY (APR 1984) FAR (b) The permissible variation shall be limited to: 0 % (Percent) Increase 0 % (Percent) Decrease This increase or decrease shall apply to the quantity at the line item level, or for phased delivery at the sub-clin level, as designated by item number followed by two alphas, i.e. 0001AA. The variation (if any) shall be shipped with the quantity for the line item, or for phased delivery the quantity specified for each sub-clin. Under no circumstances will the contractor ship a variation in quantity against any line item/sub-clin other than as specified in the delivery schedule.		
D11F39 52.211-9G73 PACKAGING AND MARKING REQUIREMENTS (JUL 2002) DSCR		F11A07 52.211-17 DELIVERY OF EXCESS QUANTITIES (SEP 1989) FAR F11F06 11-19-9G DSCR NOTE TO CLAUSE 52.211-16 VARIATION IN QUANTITY (APR 1984) DSCR NOTE: Any quantity shipped against the line/sub-clin that exceeds the stated line item/sub-clin quantity plus variation (if any) will be returned and the contractor will be responsible for return shipment costs.		
(a) Unless stated otherwise, commercial packaging in accordance with ASTM-D-3951 is required for CONUS shipments from the contractor directly to the customer. Commercial packaging and marking is not sufficient for vendor shipments requiring movement through the Defense Transportation System (also referred to as the Military Distribution System or DLA Depot) as the shipment could ultimately be moved via Military Air. (b) Higher level packaging in accordance with MIL-STD-2073 is mandatory for all shipments that meet the below criteria: Movement through the Defense Transportation System including shipments to a Military Distribution facility or depot. OCONUS shipments FMS shipments Hazardous material, as cited in the AID or in the Quality Requirements Matrix.				
(c) Materials not considered as HAZMAT for CONUS or OCONUS commercial air shipments may be considered HAZMAT for MILAIR shipments OCONUS. As such, contractors/shippers shall ensure that material meeting HAZMAT definitions in DLAI 4145.3, Preparing Hazardous Materials for Military Air Shipment, is packaged in accordance with that instruction when the consignee is OCONUS and the shipment will be moved through the Defense Transportation System. DLAI 4145.3 is available on the internet at: <a href="http://www.dscc.dla.mil/downloads/packaging/dlai4145_3.pdf">www.dscc.dla.mil/downloads/packaging/dlai4145_3.pdf</a> .				
(d) All items shall be marked in accordance with MIL-STD-129. Hazardous items and shelf life items, as cited in the AID or in the Quality Requirements Matrix, shall be marked in accordance with MIL-STD-129 and the appropriate clauses cited in the appendix to the matrix and the contract. The contractor is required to package material in accordance with Quantity Unit Pack (QUP), specified in MIL-STD-2073 and the Unit of Issue (UI), specified in each delivery order. A packing slip shall be located in a plastic pouch on the outside of the package. For HAZMAT destined OCONUS, a hard copy of the Material Safety Data Sheet (MSDS) must also be included.				
(e) In the event of deployments, this clause may be invoked when shipments originally destined for a CONUS location are diverted to OCONUS destinations thereby necessitating movement of the material through the Defense Transportation System. In such an event, contractors will be notified by the Contracting Officer and an equitable adjustment will be made in the contract price as deemed appropriate.				
NOTE: Applicable to negotiated solicitations. Offers that do not comply with the packaging and marking requirements as specified in Section D of this solicitation may be subject to rejection as being technically unacceptable.				
<b>SECTION E</b>				
E46A02 52.246-2 INSPECTION OF SUPPLIES--FIXED-PRICE (AUG 1996) FAR				
E46B01 252.246-7000 MATERIAL INSPECTION AND RECEIVING REPORT (MAR 2003) DFARS				
E46F33 52.246-9G16 INSPECTION AND ACCEPTANCE POINT (FEB 1996) DSCR				
Inspection point: [ ] Destination [X] Origin				
		F47A03 52.247-34 F.O.B. DESTINATION (NOV 1991) FAR F47A06 52.247-48 F.O.B DESTINATION -- EVIDENCE OF SHIPMENT (FEB 1999) FAR F47F36 52.247-9G09 F.O.B. DESTINATION - CONTRACTOR TRANSSHIPMENT (MAR 1998) DSCR F47F38 52.247-9G11 MANUFACTURER'S LOADING PRACTICES (JAN 1996) DSCR <b>SECTION I</b> I04B03 252.204-7003 CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT (APR 1992) DFARS I04B04 252.204-7004 ALTERNATE A (NOV 2003) DFARS I08F30 52.208-9G01 NOTIFICATION TO GOVERNMENT OF CONTEMPLATED PRODUCTION PHASEOUT (DEC 1997) DSCR I09A02 52.209-3 FIRST ARTICLE APPROVAL -- CONTRACTOR TESTING (SEP 1989) FAR (a) The Contractor shall test 1 unit(s) of Lot/Item 5940-00-284-9157 as specified in this contract. At least 30 calendar days before the beginning of first article tests, the Contractor shall notify the Contracting Officer, in writing, of the time and location of the testing so that the Government may witness the tests. (b) The Contractor shall submit the first article test report within 60 calendar days from the date of this contract to 'TO BE STATED AFTER AWARD' [insert address of the Government activity to receive the report] marked 'First Article Test Report: Contract No. , Lot/Item No. ' Within 60 calendar days after the Government receives the test report, the Contracting Officer shall notify the Contractor, in		
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<p>writing, of the conditional approval, approval, or disapproval of the first article. The notice of conditional approval or approval shall not relieve the Contractor from complying with all requirements of the specifications and all other terms and conditions of this contract. A notice of conditional approval shall state any further action required of the Contractor. A notice of disapproval shall cite reasons for the disapproval.</p> <p>I09A03 52.209-3 FIRST ARTICLE APPROVAL -- CONTRACTOR TESTING (SEP 1989) ALT I (JAN 1997) FAR</p> <p>I11A01 52.211-5 MATERIAL REQUIREMENTS (AUG 2000) FAR</p> <p>I11A02 52.211-15 DEFENSE PRIORITY AND ALLOCATION REQUIREMENT (SEP 1990) FAR</p> <p>I11B01 252.211-7005 SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS (FEB 2003) DFARS</p> <p>SPI Process: _____ (Vendor Fill-in)</p> <p>Facility: _____ (Vendor Fill-in)</p> <p>Military or Federal Specification or Standard: _____ (Vendor Fill-in)</p> <p>Affected Contract Line Item Number, Subline Item Number, Component, or Element: _____ (Vendor Fill-in)</p> <p>I11C01 52.211-9000 GOVERNMENT SURPLUS MATERIAL (APR 2002) DLAD</p> <p>(c) With respect to the surplus material being offered, the Offeror represents that:</p> <p>(1) The material is new, unused, and not of such age or so deteriorated as to impair its usefulness or safety. ( ) Yes ( ) No (Vendor Fill-in). The material conforms to the technical requirements cited in the solicitation (e.g., Contractor and Government Entity (CAGE) code and part number, specification, etc.). ( ) Yes ( ) No (Vendor Fill-in). The material conforms to the revision letter/number, if any is cited. ( ) Yes ( ) No ( ) Unknown (Vendor Fill-in)</p> <p>If no, the revision offered does not affect form, fit, function, or interface. ( ) Yes ( ) No ( ) Unknown. The material was manufactured by: Name _____ (Vendor Fill-in)</p> <p>Address _____ (Vendor Fill-in)</p> <p>_____ (Vendor Fill-in)</p> <p>(2) The Offeror currently possesses the material. ( ) Yes ( ) No. If no, the Offeror must attach or forward to the Contracting Officer an explanation as to how the offered quantities will be secured. If yes, the Offeror purchased the material from a Government selling agency or other source. ( ) Yes ( ) No. If yes, provide the information below:</p> <p>Government Selling Agency _____ (Vendor Fill-in)</p> <p>Contract Number _____ (Vendor Fill-in)</p> <p>Contract Date (Month/Year) _____ (Vendor Fill-in)</p> <p>Other Source _____ (Vendor Fill-in)</p> <p>Address _____ (Vendor Fill-in)</p> <p>Date Acquired (Month/Year) _____ (Vendor Fill-in)</p> <p>(3) The material has been altered or modified. ( ) Yes ( ) No (Vendor Fill-in)</p> <p>If yes, the Offeror must attach or forward to the Contracting Officer a complete description of the alterations or modifications.</p> <p>(4) The material has been reconditioned. ( ) Yes ( ) No. (Vendor Fill-in). If yes, (i) the price offered</p>		<p>includes the cost of reconditioning/refurbishment. ( ) Yes ( ) No (Vendor Fill-in); and (ii) the Offeror must attach or forward to the Contracting Officer a complete description of any work done or to be done, including the components to be replaced and the applicable rebuild standard.</p> <p>The material contains cure-dated components. ( ) Yes ( ) No (Vendor Fill-in). If yes, the price includes replacement of cure-dated components. ( ) Yes ( ) No (Vendor Fill-in)</p> <p>(5) The material has data plates attached. ( ) Yes ( ) No (Vendor Fill-in). If yes, the Offeror must state below all information contained thereon, or forward a copy or facsimile of the data plate to the Contracting Officer.</p> <p>(6) The offered material is in its original package. ( ) Yes ( ) No (Vendor Fill-in). (If yes, the Offeror has stated below all original markings and data cited on the package; or has attached or forwarded to the Contracting Officer a copy or facsimile of original package markings.)</p> <p>Contract Number _____ (Vendor Fill-in)</p> <p>NSN _____ (Vendor Fill-in)</p> <p>Cage Code _____ (Vendor Fill-in)</p> <p>Part Number _____ (Vendor Fill-in)</p> <p>Other Markings/Data _____ (Vendor Fill-in)</p> <p>(7) The Offeror has supplied this same material (National Stock Number) to the Government before. ( ) Yes ( ) No (Vendor Fill-in). If yes, (i) the material being offered is from the same original Government contract number as that provided previously. ( ) Yes ( ) No; and (ii) state below the Government Agency and contract number under which the material was previously provided:</p> <p>AgencyContract Number _____ (Vendor Fill-in)</p> <p>(8) The material is manufactured in accordance with a specification or drawing. ( ) Yes ( ) No. If yes, (i) the specification/drawing is in the possession of the Offeror. ( ) Yes ( ) No (Vendor Fill-in); and (ii) the Offeror has stated the applicable information below, or forwarded a copy or facsimile to the Contracting Officer. ( ) Yes ( ) No (Vendor Fill-in)</p> <p>Specification/Drawing Number _____ (Vendor Fill-in)</p> <p>Revision (if any) _____ (Vendor Fill-in)</p> <p>Date _____ (Vendor Fill-in)</p> <p>(9) The material has been inspected for correct part number and for absence of corrosion or any obvious defects. ( ) Yes ( ) No. If yes, (i) Material has been re-preserved. ( ) Yes ( ) No (Vendor Fill-in); (ii) Material has been repackaged. ( ) Yes ( ) No (Vendor Fill-in); (iii) Percentage of material that has been inspected is ____ % (Vendor Fill-in) and/or number of items inspected is ____ (Vendor Fill-in); and (iv) a written report was prepared. ( ) Yes ( ) No (Vendor Fill-in). If yes, the Offeror has attached it or forwarded it to the Contracting Officer. ( ) Yes ( ) No (Vendor Fill-in)</p> <p>(d) The Offeror agrees that in the event of award and notwithstanding the provisions of the solicitation, inspection and acceptance of the surplus material will be performed at source or destination subject to all applicable provisions for source or destination inspection.</p> <p>(e) The Offeror has attached or forwarded to the Contracting Officer one of the following, to demonstrate that the material being offered was previously owned by the Government (Offeror check which one applies):</p> <p>( ) (Vendor Fill-in) For national or local sales, conducted by sealed bid, spot bid or auction methods, a solicitation/Invitation For Bid and corresponding DRMS Form 1427, Notice of Award, Statement and Release Document. ( ) (Vendor Fill-in) For DRMS Commercial Venture (CV) Sales, the shipment receipt/delivery pass document and invoices/receipts used by the original purchaser to resell the material.</p>			

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<p>( ) (Vendor Fill-in) For DRMS Recycling Control Point (RCP) term sales, the statement of account or billing document.</p> <p>( ) (Vendor Fill-in) For property sold under the exchange or sale regulation, conducted by sealed bid, auction or retail methods, a solicitation/Invitation for Bid and corresponding DRMS Form 1427.</p> <p>( ) (Vendor Fill-in) When the above documents are not available, or if they do not identify the specific NSN being acquired, a copy or facsimile of all original package markings and data, including NSN, Commercial and Government Entity (CAGE) code and part number, and original contract number. (This information has already been provided in paragraph (c)(6) of this clause. ( ) Yes ( ) No.</p> <p>( ) (Vendor Fill-in) When none of the above are available, other information to demonstrate that the offered material was previously owned by the Government. Describe and/or attach.</p> <p>(Vendor Fill-in)</p> <p>Vendor Fill-in)</p> <p>(f) This clause only applies to offers of Government surplus material. Offers of commercial surplus, manufacturer's overruns, residual inventory resulting from terminated Government contracts, and any other material that meets the technical requirements in the solicitation but was not previously owned by the Government will be evaluated in accordance with the provision at 52.217-9002.</p>		<p>contained in the CCR has precedence over any other payment information that may be contained in the Remittance Address field of this contract/order.</p> <p>DSCR (MAR 2000)</p>			
I133A01	52.233-1	DISPUTES	(JUL 2002)	FAR	
I133A03	52.233-3	PROTEST AFTER AWARD	(AUG 1996)	FAR	
I133F01	33-1A-9G	DSCR NOTE TO 52.233-1	DISPUTES		
	(JUL 2002)	DSCR			
DSCR NOTE:					
<p>DSCR has in place a process to mediate two types of contract disputes: (1) contract claims filed pursuant to the Contract Disputes Act of 1978, as amended, 41 U.S.C. 601-613, (CDA), prior to issuance of a final decision by the contracting officer, that arise as a result of either a contractor or government claim, except for proposed Terminations for Default, and (2) other contract disputes, resulting from an issue in controversy, that the contracting officer determines suitable for mediation. Mediation involves a neutral, called a mediator, who assists both parties as they try to resolve their dispute voluntarily and produce a solution that is acceptable and beneficial to both. After unassisted negotiations over an issue in controversy have proven ineffective in either situation, the contracting officer will contact the contractor seeking to resolve the dispute through mediation. In either situation, a contractor's decision not to engage in mediation shall be conveyed in writing to the contracting officer.</p> <p>Mediation undertaken pursuant to this process does not waive the statutory time limitations of the CDA, within which a contracting officer must issue a final decision on a claim filed pursuant to the CDA, as expressed in FAR Clause 52.233-1, Disputes, paragraph (e). If mediation is unsuccessful, the parties retain their existing rights under the CDA.</p>					
I11C02	52.211-9002	PRIORITY RATING	(MAR 2000)	DLAD	
I115A05	52.215-8	ORDER OF PRECEDENCE --	UNIFORM CONTRACT		
	FORMAT	(OCT 1997)	FAR		
I22A03	52.222-3	CONVICT LABOR	(JUN 2003)	FAR	
I22A15	52.222-19	CHILD LABOR-COOPERATION WITH			
	AUTHORITIES AND REMEDIES	(JUN 2004)	FAR		
I23B03	252.223-7004	DRUG-FREE WORK FORCE	(SEP 1988)	DFARS	
I25A04	52.225-13	RESTRICTIONS ON CERTAIN FOREIGN			
	PURCHASES	(JUN 2003)	DEVIATION	FAR	
I25B01	252.225-7001	BUY AMERICAN ACT AND BALANCE OF			
	PAYMENTS PROGRAM	(APR 2003)	DFARS		
I25B02	252.225-7002	QUALIFYING COUNTRY SOURCES AS			
	SUBCONTRACTORS	(APR 2003)	DFARS		
I25B06	252.225-7013	DUTY-FREE ENTRY	(JAN 2004)	DFARS	
I29C01	52.229-9000	KENTUCKY SALES AND USE TAX EXEMPTION			
	(DEC 1984)	DLAD			
<p>Contracts awarded under this solicitation are exempt from the Kentucky Sales and Use Tax per Kentucky tax exemption _____.</p> <p>No amounts for this tax should be included in bids/offers.</p>					
I132A01	52.232-1	PAYMENTS	(APR 1984)	FAR	
I132A06	52.232-8	DISCOUNTS FOR PROMPT PAYMENT			
	(FEB 2002)	FAR			
I132A22	52.232-25	PROMPT PAYMENT	(OCT 2003)	FAR	
I132A28	52.232-33	PAYMENT BY ELECTRONIC FUNDS			
	TRANSFER--CENTRAL CONTRACTOR REGISTRATION	(OCT 2003)	FAR		
I132B02	252.232-7003	ELECTRONIC SUBMISSION OF PAYMENT			
	REQUESTS	(JAN 2004)	DFARS		
I132F28	32-6A-9G	DSCR NOTE TO CLAUSE 52.232-33			
	PAYMENT BY ELECTRONIC FUNDS TRANSFER-CENTRAL				
	CONTRACTOR REGISTRATION	(MAY 1999)			
<p>DSCR NOTE: Unless otherwise stated in the remarks section of this contract/order, the payment information</p>					
<p>http://www.dla.mil/j-3/j-336/icps.htm</p>					
I52A02	52.252-6	AUTHORIZED DEVIATIONS IN CLAUSES			
	(APR 1984)	FAR			
<p>(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter1) clause with an authorize deviation is indicated by the addition of '(DEVIATION)' after the date of the clause.</p> <p>(b) The use in this solicitation or contract of any</p>					
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DoD FAR Supplement (DFARS) (48 CFR Chapter 2) clause with an authorized deviation is indicated by the addition of '(DEVIATION)' after the name of the regulation.				(Vendor Fill-in)		
I53A01 52.253-1 COMPUTER GENERATED FORMS (JAN 1991) FAR				(b) LOCATION WHERE THE END ITEMS WILL BE INSPECTED: Insert below the location where the end items (not the packaging) will be inspected.		
SECTION K				ITEM NUMBER: _____ (Vendor Fill-in)		
K07A01 52.207-4 ECONOMIC PURCHASE QUANTITY - SUPPLIES (AUG 1987) FAR				PLANT NAME: _____ (Vendor Fill-in)		
(a) Offerors are invited to state an opinion on whether the quantity(ies) of supplies on which bids, proposals or quotes are requested in this solicitation is (are) economically advantageous to the Government.				ADDRESS: _____ (Vendor Fill-in)		
_____ (Vendor Fill-in)				STREET: _____ (Vendor Fill-in)		
_____ (Vendor Fill-in)				CITY: _____ (Vendor Fill-in)		
_____ (Vendor Fill-in)				STATE: _____ (Vendor Fill-in)		
OFFEROR RECOMMENDATIONS				ZIP CODE: _____ (Vendor Fill-in)		
ITEM _____ (Vendor Fill-in)				PHONE: _____ (Vendor Fill-in)		
QUANTITY _____ (Vendor Fill-in)				(c) LOCATION WHERE PACKAGING/PACKING WILL BE INSPECTED: Insert below the location where the packaging/packing will be inspected.		
PRICE QUOTATION _____ (Vendor Fill-in)				ITEM NUMBER: _____ (Vendor Fill-in)		
TOTAL _____ (Vendor Fill-in)				PLANT NAME: _____ (Vendor Fill-in)		
K25B01 BUY AMERICAN ACT--BALANCE OF PAYMENTS PROGRAM CERTIFICATE 252.225-7000 (APR 2003) DFARS				ADDRESS: _____ (Vendor Fill-in)		
(2) The offeror certifies that the following end products are qualifying country end products:				STREET: _____ (Vendor Fill-in)		
Line Item Number: _____ (Vendor Fill-in)				CITY: _____ (Vendor Fill-in)		
Country of Origin (If known): _____ (Vendor Fill-in)				STATE: _____ (Vendor Fill-in)		
(3) The following end products are other foreign end products:				ZIP CODE: _____ (Vendor Fill-in)		
Line Item Number: _____ (Vendor Fill-in)				PHONE: _____ (Vendor Fill-in)		
Country of Origin (If known): _____ (Vendor Fill-in)				SECTION L		
K47F30 52.247-9G17 PRODUCTION FACILITIES (AUG 2000) DSCR				L04A01 52.204-6 DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (JUN 1999) FAR		
Offeror must provide shipping and inspection locations for the supplies. Each location will be provided in the appropriate paragraph below. DO NOT put all location information into one paragraph.				L04F01 4-1-9G DSCR NOTE TO CLAUSE 52.204-6 DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (JUN 1999)		
(a) SHIPPING LOCATION: Insert below the location where supplies will be delivered to, or picked-up by, the freight carrier, post office, or small parcel carrier, for final shipment to the consignee.				DSCR NOTE:		
ITEM NUMBER: _____ (Vendor Fill-in)				(a) The Offeror is required to provide their Data Universal Numbering System (DUNS) Number or (DUNS+4) Number used for verification of registration in the DoD Central Contractor Registration (CCR) database in compliance with the Debt Collection Improvement Act of 1996 (31 U.S.C. 3332; 31 U.S.C. 7701).		
PLANT NAME: _____ (Vendor Fill-in)				DUNS Number: _____ (Vendor Fill-in)		
ADDRESS: _____ (Vendor Fill-in)				(b) DUNS Number may be obtained through the CCR process (refer to DFARS 252.204-7004, Required Central Contractor Registration (Sec I) or directly from Dun and Bradstreet. DSCR (DEC 2000)		
STREET: _____ (Vendor Fill-in)				L09F30 52.209-9G03 WAIVER OF FIRST ARTICLE APPROVAL TEST (CONTRACTOR TESTING - DECREASE IN PRICE (SEPARATE LINE ITEM) (JAN 1997) DSCR		
CITY: _____ (Vendor Fill-in)				(b) PRIOR GOVERNMENTAL ACCEPTANCE		
STATE: _____ (Vendor Fill-in)				GOV AGENCY CONTRACT NO. DATE NSN SPEC/PART NO.		
ZIP CODE: _____ (Vendor Fill-in)				_____ (Vendor Fill-in)		
PHONE: _____ (Vendor Fill-in)				_____ (Vendor Fill-in)		
				_____ (Vendor Fill-in)		
				L11A03 52.211-14 NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE USE (SEP 1990) FAR		
				As cited on the front page of this solicitation.		
				CONTINUED ON NEXT PAGE		

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L11F30	52.211-9G11	COMPLIANCE WITH SPECIFICATIONS (FEB 1996) DSCR	SECTION M		
L11F31	52.211-9G13	AVAILABILITY OF SPECIFICATIONS OR STANDARDS (DEC 2003) DSCR	M11C01	52.211-9003	CONDITIONS FOR EVALUATION OF OFFERS OF GOVERNMENT SURPLUS MATERIAL (APR 2002) DLAD
L33C01	52.233-9000	AGENCY PROTESTS (SEP 1999) DLAD	M14C01	52.214-9002	TRADE DISCOUNTS (JUN 1983) DLAD
L33F01	33-3-9G	DSCR NOTE TO 52.233-9000 AGENCY PROTESTS (SEP 1999) DLAD	M15F31	52.215-9G05	AUTOMATED BEST VALUE SYSTEM (JUL 2002) DSCR
<p>Companies protesting this procurement may file a protest</p> <ol style="list-style-type: none"> <li>with the contracting officer,</li> <li>with the General Accounting Office, or</li> <li>pursuant to Executive Order No. 12979, with the Agency for a decision by the Activity's Chief of the Contracting Office.</li> </ol> <p>Protests filed with the agency should clearly state that they are an 'Agency Level Protests filed under Executive Order No. 12979.' (Note: DLA procedures for Agency Level Protests filed under Executive Order No. 12979 allow for a higher level decision on the initial protest than would occur with a protest to the contracting officer; this process is not an appellate review of a contracting officer's decision on a protest previously filed with the contracting officer). Absent a clear indication of the intent to file an agency level protest, protests will be presumed to be protests to the contracting officer.</p> <p>DSCR NOTE:</p> <p>Executive Order 12979 encourages the use of Alternative Dispute Resolution in resolving Agency-level protests. Therefore, DSCR has in place a process to mediate Agency-level protests filed pursuant to Executive Order 12979. Mediation is a voluntary process where the parties meet with a third party neutral (the mediator) to discuss their positions and open a dialogue. The mediator does not make any decisions on the dispute, but rather helps the parties explore their concerns and possible avenues for solutions. Any mediation will occur at DSCR. A trained DSCR mediator who has not had previous personal involvement in the procurement will conduct the mediation. If resolution of the protest is not reached through the mediation process, the protest will be forwarded to the Chief of the Contracting Office for a written decision on the record. If an offeror wishes to file an Agency-level protest, but does not wish to engage in a mediation, the Agency-level protest should state that the protesting party does not wish to participate in a mediation and would like a decision on the written record.</p>			<p>(a) The Automated Best Value System (ABVS) Score as an Element of Past Performance Evaluation.</p> <p>(1) ABVS scores do not determine eligibility for award or technical acceptability. The Government shall use ABVS scores to compare past performance among offerors, not to make determinations of responsibility.</p> <p>(2) To evaluate each offeror's past performance, DLA will assign an ABVS score to each offeror based on the offeror's past performance. ABVS scores for performance in each Federal Supply Class (FSC score) will be based on DLA consolidated performance history. An offeror may have multiple FSC scores but will have only one DLA score, which is a compilation of the offeror's FSC scores for all business conducted with DLA. These scores will be calculated monthly and remain in effect for a month. The ABVS score is a combination of an offeror's delivery and quality scores. The quality score reflects validated contractor caused product and packaging nonconformances during the rating period. For administrative purposes, the rating period excludes the most recent 30 days. The delivery score reflects all lines shown as delinquent during the rating period. For administrative purposes, the rating period excludes the most recent 60 days. For ABVS purposes, delinquent lines represent shipments not shipped and/or received in their entirety by the contract delivery date. The 30 and 60 day offset periods are NOT grace periods.</p> <p>(3) Business Systems Modernization.</p> <p>(i) The Defense Logistics Agency is developing and installing a new suite of commercial business software we call Business Systems Modernization (BSM). BSM will replace the old material management systems with the best of today's business applications. The first phase of BSM that will affect both DLA and our business partners is called the Concept Demonstration. This Concept Demonstration will use actual BSM software, real time data and actual transactions such as solicitations and awards. But because of the new software being tested, certain processes will change during the test and one of the most important is the change in ABVS. The collection of past performance information for certain NSNs in ABVS has been changed by the new software and will be affected by this Concept Demonstration beginning in August 2002.</p> <p>(ii) Beginning in August 2002, ABVS will not collect performance information on NSNs that are included in this BSM test. The performance data for quality and delivery performance from new contract awards for these NSNs will not be used in the calculation of FSC scores. The contract line items will also not be included in the total number of contract line items on which the FSC score is based. Subsequently, the DLA score, which is a compilation of the FSC scores, will not include performance data from new awards on these NSNs. For NSNs, which are not in the BSM test, ABVS will continue to work as it does today.</p> <p>(iii) In order to determine if a NSN or FSC is included in this BSM test, go to the BSM Supplier Information Resource Center, <a href="http://www.dla.mil/j-6/bsm/SIRC/SIRC.htm">http://www.dla.mil/j-6/bsm/SIRC/SIRC.htm</a>. Awards not included in the ABVS performance data will be identified by contract numbers beginning with SPMXXX or SPEXXX in lieu of SP0XXX (this does not apply to orders issued against non-DLA Basic Ordering Agreements or contracts).</p> <p>(iv) This change also means that your ABVS score in BSM will be your DLA score only; the FSC score will not be visible. This initial release will provide an opportunity for DLA, our customers, and our suppliers to use the new technology and processes to improve our supply chain effectiveness. Further information is found at the BSM Vendor Information Center at <a href="http://131.70.202.70/j%2D6/bsm/test/vic.htm">http://131.70.202.70/j%2D6/bsm/test/vic.htm</a>.</p> <p>(4) DSCR will make negative quality and delivery data reflected in the ABVS score available to offerors by the 15th day of the month via the ABVS Website. The offeror's negative performance data will be posted before</p>		
L52A01	52.252-1	SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998) FAR	<p>continued on next page</p>		
L52A02	52.252-5	AUTHORIZED DEVIATIONS IN PROVISIONS (APR 1984) FAR	<p>continued on next page</p>		

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<p>it is reflected in the ABVS score (Preview Period), to give offerors an opportunity to review and verify data. An offeror must challenge any negative data within the Preview Period to assure corrections are posted before calculation of the score. Offerors must submit challenges and substantiating evidence (e.g. invoices, DD Form 250s, modifications) to the ABVS Administrator. The 'Center' field will identify the appropriate focal point. For those identified as 'DSCR,' send challenges to:</p> <p>Defense Supply Center Richmond Attn: DSCR-OZP (ABVS) 8000 Jefferson-Davis Highway Richmond, VA 23297-5516</p> <p>Telephone (804) 279-6881 FAX (804) 279-5042</p> <p>(5) Though offerors may challenge negative data at any time, it is to the offeror's advantage to challenge negative data during the Preview Period before it has an opportunity to be reflected in the ABVS score. Accordingly, an offeror should review performance data on a monthly basis at a minimum. When a challenge is received, the ABVS score will be flagged. The flag will remain until the challenge is resolved. If an offer under evaluation involves a challenged score, then the Contracting Officer will consider the nature of the challenged data and its relevance to the acquisition as part of the award decision. The ABVS Administrator will adjust the ABVS score if the Administrator upholds an offeror's challenge. Scores created in the update cycle immediately following the determination will reflect the adjustment.</p> <p>(6) When there is a discrepancy between the offeror's challenged data and the Government's data, it becomes disputed data. The Government will make every effort to resolve the discrepancy expeditiously. However, the Government is the final authority for resolution of disputed data and its use in the source selection process, and may make an award decision despite the existence of an unresolved challenge.</p> <p>(b) Using the ABVS score for evaluation.</p> <p>(1) The contracting officer will first evaluate offers using the FSC score for the solicited FSC in effect at the time offers are evaluated. The contracting officer will use an offeror's DLA score to evaluate an offeror without an FSC score for that particular FSC. The contracting officer may consider the volume of business on which the FSC score is based as a measure of confidence in the score's indication of performance risk. The contracting officer may choose to use the DLA score if he or she lacks confidence in the FSC score. The contracting officer also may use the DLA score if the FSC scores among offerors are relatively equal. An offeror with no performance history will not be evaluated favorably or unfavorably and will be assigned a '999.9' in the ABVS. A '999.9' is used to designate those instances wherein the offeror has no past performance history, has no history for the particular FSC or has no history for the timeframe being rated.</p> <p>(2) Contractor caused discrepancies or delinquencies will be reflected in the ABVS as an indicator of past performance. Repair, replacement or reimbursement of quality and packaging defects will not provide relief of negative ABVS data. Contractor caused delivery extensions, regardless of consideration paid, will be reflected in the delivery score.</p>		<p>[ ] significantly more important than cost or price. As other evaluation factors become more equal, the evaluated cost or price becomes more important.</p> <p>[X] approximately equal to cost or price; or</p> <p>[ ] significantly less important than cost or price. As the evaluated cost/price becomes more equal, relative importance of all other evaluation factors becomes more significant.</p> <p>The final award decision may involve a trade-off among cost or price and the non-price factors. Factors that may be considered in the trade-off process include, but are not limited to:</p> <p>Item criticality and weapons system application Delivery schedule and current inventory status Historical delivery or quality problems Concerns over limited supply sources and industrial base Benefits from obtaining new sources</p> <p>(c) COST OR PRICE. The Government will evaluate the offered cost or price for cost realism, as defined in FAR 15.401, and reasonableness. The Government will add any other cost or price evaluation factors identified elsewhere in this solicitation (e.g. Buy American Act or FOB Origin transportation costs) to arrive at the offeror's evaluated cost or price. The evaluated cost or price will be used in conjunction with the other non-price factors to determine the best value to the Government.</p> <p>(d) PAST PERFORMANCE EVALUATION FACTORS. The Government will use the past performance evaluation factors marked below in addition to cost or price and other evaluation factors specified in the solicitation. Unless indicated otherwise, past performance is significantly more important than other non-price factors. Within the past performance subfactors, ABVS scores will be weighed most heavily because of their relevance to DSCR awards. Quality history and delivery schedule compliance will be weighed more heavily than the remaining past performance subfactors. All other non-price evaluation factors specified in this solicitation weigh equally, unless otherwise indicated.</p> <p>[X] ABVS Score (52.215-9G05)</p> <p>[ ] Quality History</p> <p>[ ] Delivery Schedule Compliance</p> <p>[ ] Javits-Wagner-O'Day (JWOD) (52.215-9005)</p> <p>[ ] Mentoring Business Agreements (MBA) (52.219-9003)</p> <p>[ ] Socioeconomic Support (52.215-9003)</p> <p>[ ] Other (specify):</p> <p>(e) PAST PERFORMANCE. Past performance includes, but is not limited to, the offeror's record of conforming to contract requirements and standards of good workmanship; adherence to contract schedules, including the administrative aspects of performance; the offeror's reputation for reasonable and cooperative behavior and commitment to customer satisfaction; and generally, the offeror's business-like concern for the customer's interest.</p> <p>(i) Offerors may submit with their offer information on past and current Federal (non-DSCR), State and local government and private sector contracts performed by the offeror at the proposed performance location within the last three years that are similar in nature to this acquisition. Offerors electing to submit this data must furnish at least the following information: name and address of the contracting entity; the contract number; award and completion dates; the dollar value; the contract type; the items or services provided; two references, with title and phone number; and any problems encountered and the corrective action taken by the offeror.</p> <p>(ii) By submitting past performance information, the offeror agrees to permit the Government's</p>			
<p><b>M15F32 52.215-9G06 EVALUATION AND AWARD (FEB 2000) DSCR</b></p> <p>(a) AWARD. The Government intends to evaluate proposals and, if necessary, conduct discussions with all responsible offerors within the competitive range. The award will be made to the offeror whose proposal conforms to the terms and conditions of the solicitation and represents the best value to the Government. Therefore, award may be made to other than the lowest priced or the highest technically rated offer.</p> <p>(b) RELATIVE IMPORTANCE AND TRADE-OFFS. The Government will base the determination of best value on a comparative assessment of the offerors' prices, past performance, and the other evaluation factors identified elsewhere in this solicitation. The determination of best value also considers the relative importance of the evaluation factors. All evaluation factors, when combined, are:</p>		<p>CONTINUED ON NEXT PAGE</p>			

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<p>representatives to contact the listed references and inquire of the offeror's performance. If more than three contracts are identified, the Government reserves the right to randomly select and limit its review to three contracts. In addition to the information provided, the Government may consider information obtained from other sources when evaluating the offeror's past performance. Offerors will be given the opportunity to discuss negative past performance information obtained from references if the offeror has not had a previous opportunity to comment on that information.</p> <p>(iii) In addition to the information above, DSCR will use the Automated Best Value System (ABVS) to evaluate quality and past performance on DLA awards (see 52.215-9G05).</p> <p>(iv) Offerors with no past performance history (whether internal or external to the Federal government) will not be evaluated favorably or unfavorably.</p>					